

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830042

| | | | |
|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FREEDOMPAY, INC. | | 06/30/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PACIFIC WESTERN BANK | | |
| Street Address: | 555 S. MANGUM STREET | | |
| Internal Address: | SUITE 1000 | | |
| City: | DURHAM | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27701 | | |
| Entity Type: | State Chartered Bank: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5686513 | MAKING PAYMENTS SAFER | |
| Registration Number: | 5438745 | SECURED BY FREEDOMPAY | |
| Registration Number: | 5291903 | FREEDOMPAY | |
| Registration Number: | 6531828 | NEXT LEVEL COMMERCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9192823941 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 919-314-3086 | | |
| Email: | diligencereview@square1bank.com | | |
| Correspondent Name: | PACIFIC WESTERN BANK | | |
| Address Line 1: | 555 S. MANGUM STREET | | |
| Address Line 2: | SUITE 1000 | | |
| Address Line 4: | DURHAM, NORTH CAROLINA 27701 | | |
| NAME OF SUBMITTER: | Nicholas Nance | | |
| SIGNATURE: | /NicholasNance/ | | |
| DATE SIGNED: | 08/07/2023 | | |
| Total Attachments: 6 | | | |

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SECOND AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of June 30, 2023 by and between **PACIFIC WESTERN BANK** (“*Bank*”) and **FREEDOMPAY, INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the “*Loan Agreement*”; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the

Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement is intended to and does completely amend and restate, without novation, that certain Amended and Restated Intellectual Property Security Agreement, dated as of May 11, 2021, by and between Grantor and Bank (the “*Original Agreement*”). All security interests granted by Grantor under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations.

SIGNATURE PAGE FOLLOWS

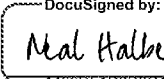
IN WITNESS WHEREOF, each party has caused this Second Amended and Restated Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

FREEDOMPAY, INC.

2929 Walnut Street, 14th Floor
Philadelphia, PA 19104

By:  _____
E7409DF1D8D8C485...

Name: Neal Halbe

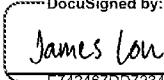
Title: Chief Financial Officer

BANK:

Address of Bank:

PACIFIC WESTERN BANK

555 S. Mangum Street, Suite 1000
Durham, NC 27701
Attn: Loan Operations Manager

By:  _____
E742467DD7234E4...

Name: James Londono

Title: Senior Vice President

[Signature Page to Second Amended and Restated Intellectual Property Security Agreement]


EXHIBIT A
COPYRIGHTS

| Description | Registration Number | Registration Date |
|--------------------|----------------------------|--------------------------|
| None. | | |

EXHIBIT B**PATENTS**

| Description | Patent Number | Issue Date |
|---|----------------------|-------------------|
| DYNAMIC AND RECURSIVE TRANSACTION GATEWAY SYSTEM AND METHOD | 8,495,243 | 07/23/2013 |
| SYSTEM AND METHOD FOR VALIDATION OF TRANSACTION DATA | 8,494,997 | 07/23/2013 |
| POINT OF SALE CLIENT INTEGRATION PLATFORM | 11,049,085 | 06/29/2021 |

EXHIBIT C
TRADEMARKS

| Description | Serial or Registration Number | Registration or Filing Date |
|---|--------------------------------------|------------------------------------|
| Making Payments Safer | 5686513 | 02/26/2019 |
| Secured by FreedomPay | 5438745 | 04/03/2018 |
| FreedomPay | 5291903 | 09/19/2017 |
|  | 6531828 | 10/19/2021 |